

1 BEFORE THE BOARD OF PERSONNEL APPEALS
2 IN THE MATTER OF UNFAIR LABOR PRACTICE NO. 37, 1976)
3 RETAIL CLERKS UNION, Local 4991)
4 affiliated with Retail Clerks International)
5 Association, AFL-CIO,)
6 Complainant,)
7 vs-) FINAL ORDER
8 UNIVERSITY OF MONTANA, MISSOURA, MONTANA,)
9 Defendant.)
* * * * *

10 On October 29, 1976, the Retail Clerks Union, Local 4991, filed an unfair
11 labor practice charge with this Board against the University of Montana.

12 A Findings of Fact, Conclusions of Law and Recommended Order was issued
13 on March 9, 1977, by the duly appointed Hearing Examiner, Linda Skarr. No
14 exceptions having been filed thereto with this Board.

15 IT IS ORDERED, that the Findings of Fact, Conclusions of Law and Recommended
16 Order of the Hearing Examiner be adopted as the Final Order of the Board.

17 Dated this 14th day of April, 1977.

18 BOARD OF PERSONNEL APPEALS

19 By 
20 Tremie Scoffield
Chairman

21 CERTIFICATE OF MAILING

22 I, Tremie Scoffield, hereby certify and state, that I mailed on the 14th
23 day of April, 1977 a true and correct copy of the above FINAL ORDER to the
24 following:

25 Mr. Lenny Moyer, President
26 Retail Clerks Local 4991
27 P.O. Box 112
28 Missoula, MT 59801

29 Dr. Richard Powers, President
30 University of Montana
31 Missoula, MT 59801

32 
Tremie Scoffield

1 BEFORE THE BOARD OF PERSONNEL APPEALS

2 IN THE MATTER OF UNFAIR LABOR PRACTICE: DLP #37-76

3 RETAIL CLERKS UNION LOCAL #991)
affiliated with Retail Clerks
4 International Association, AFL-CIO,)

5 Complainant)

FINDINGS OF FACT
CONCLUSIONS OF LAW
AND RECOMMENDED ORDER

6 -v-

7 UNIVERSITY OF MONTANA, MISSOULA,
MONTANA,

8 Defendant.)

9 * * * * *

10 11 STATEMENT OF CASE

12 On October 29, 1976, the Retail Clerks Union Local #991, affiliated
13 with the Retail Clerks International Association, AFL-CIO, filed an unfair labor
14 practice charge with the Montana Board of Personnel Appeals against the
15 University of Montana.

16 On November 8, 1976, the Board of Personnel Appeals received an answer
17 from the University of Montana denying all charges. On the same day this Board
18 received a Motion for a More Definite Statement from the University of Montana.
19 This Board granted the Motion and on November 22, 1976, an answer was received
20 from Retail Clerks Union Local 991. The Retail Clerks charged violations of
21 59-1603(1) and 59-1605(1)(a)(b) and (c). Specifically:

22 1. On or about October 26, 1976, there was a meeting concerning grievances,
23 inclusive of initiation of a member for filing a grievance. Notification
24 was given the agent or agents acting on behalf of the Food Service Director
25 for promoting and soliciting for M.P.E.A. membership.

26 2. On or about October 17, 1976, agent or agents acting on behalf of
the Food Service Director told a member it would only cause trouble if they
27 went to Local 991 concerning a grievance.

28 3. On or about October 14, 1976, agent or agents acting on behalf of
the Food Service Director told an employee who filed a grievance she will not
29 get very far with her grievance.



4. On or about November 14, 1976, there was a meeting with the U.C. Food Service Staff and the Food Service Director. The Director made statements indicating to Local #991's membership that all grievances should be brought first to him. The Director, at the meeting, implied they should not go to the Union with their grievances.

5. On or about October 27, 1976, defendant and evidence was presented to a grievance meeting concerning intimidation and harassment of an aggrieved member. All parties present agreed to a panel of arbitration under the existing agreement.

b. Local #991 was notified that the agreement to arbitrate was invalid in letter form on November 10, 1976. A letter dated November 5, 1976, agrees to a panel of arbitrators.

7. On or about October 13, 1976, agent or agents acting on behalf of the Food Service Director gave pending members of Retail Clerks Union Local #991 applications to join R.P.R.A. They were given contracts and letters. The applications were to be completed and filed by November 10, 1976, as a condition of employment in the University of Montana under the R.P.R.A. contract.

B. On or about November 3, 1976, agent or agents acting on behalf of the Food Service Director interfered with and became involved in Local Union internal affairs by recommending a change or changes in Local #901's Shop Steward.

A hearing in this matter was held on January 17, 1977, in Main Hall, University of Montana campus. Linda Shantz, Hearing Examiner for the Board of Personnel Appeals held the hearing in accordance with the provisions of the Montana Administrative Procedure Act (Sections 82-4201 to 82-4225, R.C.M., 1947).

At the hearing Retail Clerks Union Local 3991 dropped allegation #3.

After a thorough review of the record in this case, including evidence and sworn testimony, I make the following:

FINDINGS OF FACT

L. Karen Jolly, Food Service Worker I at the University of Montana, has been regularly employed in the Copper Commons at the University Center since September 1973. Before that she was employed as a student. Ms. Jolly did not work during the summer of 1976.

1 2. During her summer "lay-off" Ms. Jolly read an advertisement
2 in the newspaper for a job as cashier with the University Food Service. Ms.
3 Jolly who regularly substituted for the cashier in the Copper Cussons
4 applied for the job.

5 3. Ms. Jolly did not get the cashier position.

6 4. Ms. Jolly returned to work as Food Service Worker I on September
7 17, 1976.

8 5. Ms. Jolly went to the Equal Employment Opportunity office to find
9 out why she was not hired for the cashier position.

10 6. The Equal Employment Opportunity Office referred Ms. Jolly to
11 Mr. Larry Kaul, Assistant Director of Personnel.

12 7. Ms. Jolly testified that she set up several appointments to see
13 Mr. Larry Kaul about the cashier position. The first 2 appointments were
14 cancelled. Ms. Jolly wished to learn the qualifications necessary for the
15 job and the qualifications of the person who was hired.

16 8. Mr. Kaul told Ms. Jolly (September 23, 1976) that he could not
17 translate the contract and that she could not see the applications of the
18 people who applied. Ms. Jolly testified that Mr. Kaul told her that he
19 would check into it further and that she did not know if he did.

20 9. On September 23, Ms. Jolly filed a grievance with her union repre-
21 sentative. Ms. Jolly's grievance alleged that in hiring another person for
22 the cashier's position, the union had violated the seniority provisions in the
23 Retail Clerk's contract. Ms. Jolly used the procedure specified in the con-
24 tract for filing a grievance.

25 10. On October 6, the union verbally notified Mr. Jess Dore, Personnel
26 Director, that Ms. Jolly had filed the grievance.

27 11. Tom Stockgill III, manager of the Copper Cussons, Ms. Jolly's immediate
28 supervisor, verbally assigned her the additional duty of filling the dugouts
29 during her shift. The date of this assignment is unclear but testimony and
30 evidence indicate that it occurred on Friday, September 23 or Friday, October
31 1.

32

1 12. Mr. Steve Barclay, manager of the University Center Food Service,
2 testified that it was better management to have the sugars filled in the evening -
3 during Ms. Jolly's shift.

4 13. Ms. Karen Jolly testified that on the Friday that she was assigned
5 to fill the sugars, her help was sent home. Mr. Barclay, manager of the Food
6 Services, testified that it was usual to send "casual labor" home.

7 14. Ms. Jolly testified that sometime after she had filed the grievance
8 she went home sick. The next day another worker told her that she had been
9 directed by Mr. Tom Stockstill, manager of the Copper Commons, not to call in
10 more help and that he had made the remark that it was too damn bad that they
11 didn't have decent help. Ms. Jolly discussed this with Mr. Stockstill and he
12 claimed that his remark was aimed at the student help. Ms. Jolly testified
13 that the grievance was also discussed and Mr. Stockstill told her that she
14 could go ahead but she was going to get nowhere with it. Ms. Jolly testified
15 that Mr. Stockstill had found out about the grievance 2 days previously.

16 15. Ms. Jolly's days off are Monday and Tuesday. Upon returning to
17 work on Wednesday October, 11, Ms. Jolly found a memo from Mr. Stockstill
18 attached to her time card.

19 16. Mr. Stockstill testified that he spent a lot of time on the memo
20 and that he had discussed it with Mr. Barclay, Manager of the Food Service.

21 17. Mr. Stockstill's memo dated October 12, stated that on Friday,
22 October 8, when the sugar supply ran out, the sugar, salt and pepper shakers
23 were left on the pantry workbench. The shakers were still on the workbench
24 on Monday, October 11. The memo concluded "Please see that my assignment
25 that is your responsibility be completed. If for some reason this is not
26 possible, make sure that the work area used is cleaned up and that all items
27 involved are returned to the proper storage areas. Never leave any food service
28 area, like the pantry, with anything that may get in the way of production.
29 Thank you."

30 18. On Friday, October 8, Ms. Jolly was cashiering and was not responsible
31 for leaving the sugars on the pantry counter.

32 19. On October 11, 1976, Ms. Jess Dove, Personnel Director, communicated

1 to Mr. Carson Vehrs, Director of Food Services, the information about the
2 grievance.

3 20. After receiving the Stockstill note, Ms. Jolly talked to Mr. Stock-
4 still, her supervisor. She testified that he told her that there was something
5 about her personality he did not like and that if later on in the year if she
6 still wanted to talk about it he would discuss it then. Mr. Stockstill testi-
7 fied that he did not remember whether he made the comment. He also testified
8 that he did not tell Ms. Jolly that it would cause trouble if she went to the
9 union about the grievance.

10 Mr. Stockstill testified that during this conversation they discussed
11 a possible attitude change on his part toward her. He denied that any attitude
12 change was because of a grievance. Later, he said that he did not feel that
13 he had an attitude change toward Ms. Jolly.

14 Mr. Stockstill also testified that in this conversation Ms. Jolly was
15 concerned that the cashier who was hired was not qualified.

16 21. In the hiring procedure used by the University of Montana Food
17 Service, Mr. Tom Stockstill did the initial interviewing. His responsibility
18 was to see that the candidates he recommended were qualified and could do the
19 job. He testified that he was responsible for hiring them and his supervisors
20 had not questioned him on the people he hired.

21 22. The grievance procedure in the agreement between the Retail Clerks
22 and the University of Montana provides that within 10 days "the business agent
23 shall present the grievance to the appropriate supervisor."

24 23. The union was confused as to who was the appropriate supervisor.
25 On October 8, 1978, the union verbally presented the grievance to Mr. Jerry
26 Dyeo, Personnel Director.

27 24. Mr. Carson Vehrs, Director of Food Service, testified that normally
28 grievances would be communicated directly to him where an attempt would be
29 made to resolve the grievance. He, Vehrs testified, "I thought it was strange
30 because most grievances are brought to me first in an attempt to resolve them
31 and I thought it was different in that I wasn't involved initially...." Mr. Vehrs
32 checked to see if the procedure specified in the contract was followed.

1 25. On November 14, 1976, a meeting was held for the night staff
2 in the Copper Commons. Mr. Carson Vehrs, Director of Food Services conducted
3 the meeting. The purpose was to introduce the new night cook and to acquaint
4 him with his supervisory responsibilities. Vehrs told the staff that they
5 should take their problems to their supervisor.

6 26. Ms. Karen Jolly testified that Mr. Carson Vehrs stated that they
7 should take all their problems to their bosses - he did not want to hear them
8 by the grapevine. Ms. Jolly testified that she felt that this comment was directed
9 at her grievance.

10 27. Mr. Carson Vehrs testified that he did not remember making the
11 grapevine statement but he has had that concern. Mr. Vehrs said, "I don't
12 remember having made that specific statement but I do know that I have had that
13 concern and that if the staff feels that they have a need at night the only way
14 we are going to be able to meet the need is to learn about it ourselves and I
15 suggested that in lieu of discussing their problems with another employee -
16 another staff member, I suggested to bring these problems to their supervisor
17 and give him an opportunity to find a solution."

18 28. The agreement between the Retail Clerks Union Local #991 and the
19 University of Montana sets forth a specific grievance procedure in Art. XIV. In
20 summary this procedure provides:

- 21 1) The aggrieved party must present the grievance to
22 the union business agent within 30 days.
- 23 2) Within 10 days the business agent shall present
24 the grievance to the appropriate supervisor.
25 (emphasis added)
- 26 3) Grievances not filed within these time limits
27 are invalid and without further recourse.
- 28 4) Within 5 days the supervisor and business
29 agent shall make every reasonable effort to
30 resolve the grievance.
- 31 5) If unresolved within 5 days, the grievance
32 shall be presented in writing to the personnel
 office.

1 6) Grievances which are not satisfactorily settled
2 are submitted to a committee in writing form.
3 The committee is to be made up of 3 employer
4 and 3 union representatives;

5 7) The committee is to make a decision within 10
6 days.

7 8) If not satisfactorily resolved, the grievance
8 is submitted to binding arbitration. (Comp. Ex. 2)

9 29. The original discussion of Ms. Jolly's grievance occurred on October
10 8 between Mr. Ken Lurres of the Retail Clerks and Mr. Jess Dove, Personnel Director
11 of the University of Montana.

12 The next communication between the employer and the union was in a
13 letter dated October 12 from Mr. Dove to Mr. Tom Moyer of the Retail Clerks.
14 In this letter, Mr. Dove stated that there was no contract violation because
15 the qualifications of the applicants for the cashier position were unequal.
16 Under the contract, the seniority provisions applies only when the applicants
17 have equal qualifications.

18 30. Subsequent discussions of the grievance took place on October
19 20 and October 27 in Mr. Dove's office. On October 27, Mr. Dove directed the
20 union to file the grievance in writing (see step 5 of Finding of Fact F28).

21 31. On Friday, November 3, Mr. Jess Dove received written notification
22 of the grievance.

23 32. The University selected 3 members of the grievance committee
24 (see Finding of Fact F28, step 6). (Comp. Ex. 6)

25 33. Testimony is unclear but indicates that the union did not select
26 its 3 representatives.

27 34. The management representatives to the grievance committee set
28 made a decision and on November 10, Mr. Dove responded to Mr. Moyer saying that:

- 29 1) The union business agent did not present the
30 grievance to the appropriate supervisor;
31 2) There was no attempt made between the appropriate
32 supervisor and the union agent to resolve the
 grievance within 5 days;

4 35. The union contended that it did not know who was the "appropriate
5 supervisor".

8 36. Mr. Lovada (Sue), cashier in the Copper Caskets, testified
9 that as she was about to go to work (about October 10) she was given information
10 from the M.P.E.A. stating that "We [the M.P.E.A.] are your bargaining agent."
She was told that the information (contained in an unsealed envelope) was infor-
mation about her bargaining unit.

11 37. Ms. Gandy testified that the information came to her from Ms. Betty
12 Frelino, Secretary of the Food Service, via Mr. Tom Stockstill, manager of the
13 Copper Cannons.

38. Ms. Coto testified that she was confused because she had been
led to believe that the Retail Clerk would be her supervisor until

18 39. Mr. George Mitchell, representing the University of Montana,
19 stipulated that the University was in error and communicated mistaken informa-
20 tion to M.P.E.A. The error was in part due to the fact that some cashier
positions at the University come under the Retail Clerks and some come under
the M.P.E.A. "It was a University error in communication which has been corrected."

4.0. Resolution and Function

22 A. On Complainant's allegations 1, 2 and 3, I find that Ms.
23 Karen Jolly was harassed by Mr. Tom Stockstill, acting on behalf of the University
24 of Montana, because she filed a grievance with her union, Defendant, University
25 of Montana, in thereby in violation of the Public Employes Collective Bargaining
26 Act. This conclusion ensues from the following line of reasoning:

27 Karen Jolly is a long time employee for the University of
28 Montana Food Service. The fact that she has been a satisfactory worker is
29 attested by 1) her promotion to full-time status after being employed part-time
30 while a student. 2) the tenure of her employment.

After being turned down for a position as cashier Ms. Jolly attempted to find out why she was not hired. Ms. Jolly followed a reasonable,

1 straight forward procedure in contacting the Equal Employment Opportunity
2 office and at their suggestion contacting Larry Kaul, Assistant Personnel
3 Director. It was only after getting no information from those sources that
4 Ms. Jolly filed a grievance using the procedure specified in the Retail Clerks
5 Union contract.

6 Ms. Jolly filed the grievance with Mr. Ken Lassau of the
7 Retail Clerks on September 23, 1976. On Friday, October 8, the Union verbally
8 notified Mr. Jean Dow, Director of Personnel, of the grievance. On Monday
9 October 11, Mr. Dow notified Mr. Carson Vehrs of Ms. Jolly's grievance.

10 Ms. Jolly has charged that the sugar assignment which was given
11 to her on a Friday was in retaliation for filing the grievance. Testimony
12 indicated that the date of assignment was Friday, September 24 or Friday, October
13 1. Since no one in management knew of the grievance on either of these two dates,
14 we can conclude that the work assignment was not in retaliation for filing the
15 grievance but rather better management as testified by Mr. Steve Barclay, Manager
16 of the University Center Food Service.

17 We must keep in mind the fact that the change in work assign-
18 ment was made verbally and occurred before management knew of the grievance.

19 It is reasonable to assume that when Mr. Carson Vehrs, Director
20 of Food Services was notified of the impending grievance on Monday, October 11,
21 he in turn notified Mr. Steve Barclay, Manager of the University Center Food
22 Service and Mr. Tom Stockstill, Copper Common Manager. Mr. Stockstill inter-
23 viewed all candidates for the cashier's position and Mr. Barclay interviewed the
24 finalists.

25 Mr. Stockstill testified that he spent a lot of time on the
26 memo dated October 12, in which he reprimanded Ms. Jolly for the sugars being
27 left on the pantry counter on October 8. He also testified that he discussed
28 the memo with Mr. Barclay. Ms. Jolly was cashing on October 8 and was not
29 responsible for the sugars discussed in the memo. It is possible that, as Mr.
30 Stockstill claimed at the hearing, the intent of the memo was to reprimand Ms.
31 Jolly for not removing the sugars from the counter on October 9 or 10; if so, the
32 memo which took so much time and effort to prepare was unclear.

1 In testimony, Mr. Stockstill put great weight on the fact that
2 the memo did not accuse Ms. Jolly directly. However, the fact of the matter is
3 that the memo was addressed to Ms. Jolly, attached to her time card and given
4 to no one else.

5 The contrast of verbally charging Ms. Jolly's work assignment
6 before the grievance was known and the great time and care taken with a written
7 reprimand after the filing of the grievance was known is significant.

8 After Ms. Jolly received the memo, she spoke to Mr. Stockstill
9 about it. Ms. Jolly testified that he told her that she would not get very
10 far with her grievance - that there was something about her personality he did
11 not like. Mr. Stockstill does not recall having made the comment about her
12 personality and denies saying that she would not get very far with the grievance.
13 He testified that in their conversation Ms. Jolly asked about the qualifications
14 of the person hired for the cashier position. Mr. Stockstill claimed responsi-
15 bility for hiring the cashier and stated that his two supervisors had not had
16 doubts about his judgment in hiring for the position of cashier.

17 In going to the Equal Employment Opportunity office, Mr. Larry
18 Kaul, and finally in filing the grievance, Ms. Jolly was in essence questioning
19 Mr. Stockstill's judgment.

20 It is impossible to re-create the conversation which took place
21 between Mr. Stockstill and Ms. Jolly. However, it would not be unnatural
22 for him to resent the fact that Ms. Jolly had questioned his judgment.

23 Testimony and exhibits substantiate the charge that Ms. Jolly
24 was harassed by Mr. Stockstill because she filed a grievance with her union.

25 B. On complainant's allegation #4, I find that Mr. Carson Vohrs,
26 acting on behalf of the University of Montana, did not act in violation of the
27 Public Employees Collective Bargaining Act. This conclusion draws from the
28 following line of reasoning:

29 Ms. Jolly's and Mr. Carson Vohrs' testimony about the meeting
30 which occurred on November 16 was substantially the same. The only point on
31 which the two witnesses differed was whether Mr. Vohrs stated at that meeting
32 that he did not want to hurt the employees' problems by the grievance. Ms.

1 Jolly testified that Mr. Vehrs made such a statement while Mr. Vehrs said that
2 he did not remember making it but that it had been a concern of his. Since Mr.
3 Jolly remembers Mr. Vehrs having said it and he testified that he had had that
4 concern, we may reasonably conclude that he did indeed make the statement. Making
5 the statement itself is of less importance than the significance attached to it
6 by Mr. Jolly.

7 Mr. Vehrs testified that on October 11 when he first heard about
8 the grievance he thought that it was strange because normally grievances were
9 communicated directly to him. At that time, Mr. Vehrs checked to see if the
10 procedure specified in the contract had been followed. Mr. Vehrs could easily
11 ascertain that Ms. Jolly had followed the proper procedure in filing her
12 grievance. Having made this determination there would have been little point
13 in harassing Ms. Jolly about the grievance more than a month later.

14 It could be argued that Mr. Vehrs was extending his remarks
15 to the Unfair Labor Practice charge filed by the union on October 29. This
16 argument would hold little weight because the original charge by the union was
17 vague enough that it would have been difficult to connect with Ms. Jolly. The
18 charge was sufficiently vague that the Board of Personnel Appeals granted the
19 University's motion for a more definite statement. The union's answer was not
20 received by the Board of Personnel Appeals until November 22, 1976 - long after
21 the November 14 meeting.

22 The conclusion which must be drawn from the evidence is that in
23 the meeting on November 14, Mr. Carson Vehrs was, as he testified, asking the
24 employees to take their ordinary work problems to their supervisors.

25 On complainant's allegations 5 and 6, I find that the University
26 of Montana did not commit an Unfair Labor Practice by refusing to go to arbitration.
27 This conclusion comes from the following line of reasoning:

28 The union charges in themselves are confusing. The grievance
29 procedure set forth in Article XV of the contract mentions a committee of six
30 (three chosen by management and three chosen by the union) which would hear a
31 grievance. (Finding of Fact 28, No. 6). If the committee is unable to resolve
32 the grievance within 10 days, the grievance is to be submitted to a single

1 arbitrator chosen from a panel of five names to be submitted by the Federal
2 Mediation and Conciliation Service.

3 The union charge appears to be directed at the appointment
4 of the committee to hear the grievance. In a letter to Mr. Raver dated November
5 5, 1976, Mr. Jess Bove, Personnel Director, agreed that "The three members of
6 the employer representation will be selected the first of this next week and a
7 meeting will be called to hear the grievance during that week." (Complainant's
8 Ex. 6).

9 There was no evidence introduced that the union ever designated
10 its three representatives to the committee.

11 The management representatives met with Mr. Bove and came to
12 the decision relayed by him to Mr. Lenny Bayer at the Retail Clerks on November
13 10, 1976 (see Finding of Fact No. 3A). In essence, the determination was that
14 the union had not complied with the time limits specified in the contract.

15 The union excuses its tardiness in presenting the grievance
16 to the University on the grounds that it did not know who was the appropriate
17 supervisor - the person to whom they should present the grievance.

18 The Hearing Examiner is mainly persuaded that the management
19 hierarchy in the Food Service Department is sufficiently complex as to make
20 it difficult, if not impossible, to identify who the appropriate supervisor
21 might be.

22 The union contends that because it did not know who the
23 appropriate supervisor was that steps 1 and 2 in the grievance procedure should
24 have no force and effect.

25 Both sides seem to be in error in handling the grievance.
26 The University is very vague about who has the authority to interpret the
27 contract and to handle the grievance procedure. This situation should be
28 straightened out. The University should designate a specific individual in the
29 Food Service Department as "appropriate supervisor".

30 On the other hand, the most telling error was committed by the
31 union when it made no attempt to identify the appropriate supervisor within the
32 time frame specified in the contract. It was 16 days after Ms. Jolly filed the

1 grievance before the union approached anyone at the University about the matter.
2 It appears that the union did not make a good faith effort to meet the 10 day
3 time limit specified in the contract.

4 The University did not commit an Unfair Labor Practice by
5 refusing to go to arbitration.

6 D. On Complainant's allegation 7, I find that the University of
7 Montana committed no Unfair Labor Practice. This conclusion comes from the
8 following line of reasoning:

9 There was no testimony or evidence introduced by the Union
10 other than Ms. Cott's testimony that she had received the information from the
11 Montana Public Employees Association (Finding of Fact 33, 34, 35).

12 In stipulating to an error on the part of the University
13 (Finding of Fact 39), Mr. Mitchell emphasized that the University had been in
14 error in submitting incorrect information to the P.P.E.A. and it had acted on
15 information it believed to be correct.

16 In light of the stipulation and in the absence of any evidence
17 or testimony to indicate that the University deliberately attempted to undermine
18 the Retail Clerks Union Local 991, the situation must be considered as a regret-
19 table error.

20 CONCLUSION OF LAW

21 1. That the University of Montana has violated provisions of Section
22 59-1605(t)(a) by engaging in an unfair labor practice against a public employee's
23 rights guaranteed in Section 59-1603(1)(a). Specifically, in that Ms. Karen Jolly
24 was harassed by her supervisor, Mr. Tom Stockstill, because she had filed a
25 grievance with her union.

26 2. That the University of Montana has not violated provisions of
27 59-1605 as charged in other specific allegations of the complaint. Those specific
28 charges are hereby dismissed.

29 RECOMMENDORY ORDER

30 It is hereby ordered that the University of Montana:

31 1. Take the following affirmative action:

- 32 a) Cease and desist in a like or related manner
from interfering with the rights guaranteed



to public employees in Section 59-1603(1)(a),
b) Specifically, cease and desist in a like or
related manner from harassing Ms. Karen Jolly
for exercising her collective bargaining rights
(in filing a grievance with her union) as pro-
vided for in Section 59-1603(1)(a).

7 NOTICE: Exceptions may be filed to these Findings of Fact, Conclusions of Law,
8 and Recommended Order within twenty (20) days serving thereof. If no exceptions
9 are filed with the Board within the period of time, the Recommended Order shall
10 become a Final Order. Exceptions shall be addressed to the Board of Personnel
11 Appeals, 1417 Helena Avenue, Helena, Montana 59601.

DATED this 9 day of March, 1977.

BOARD OF PERSPECTIVE ARCHITECTS

16
17 
Lula Shear
Train Stamp
Hearing Examiner

CHAPTER ONE: INTRODUCTION

22 I, Janice M. Finkburn, hereby certify and state that I mailed on the
23 9 day of March, 1977, a true and correct copy of the FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND RECOMMENDED ORDER to the following:

Mr. Louay Hayat, President
Retail Clerks Local 991
P.O. Box 112
Minocqua, WI 54548

27 Dr. Richard Powers, President
University of Montana
28 Missoula, MT 59801

Jeanne M. Fishburn
Jeanne M. Fishburn